

**RECORDING REQUESTED BY:**

County of San Luis Obispo

**AND WHEN RECORDED MAIL TO:**

Clerk of the Board of Supervisors  
County of San Luis Obispo  
County Government Center  
San Luis Obispo, CA 93408

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APN 046-161-012

**AGREEMENT GRANTING AN AGRICULTURAL  
CONSERVATION EASEMENT TO THE COUNTY OF SAN LUIS OBISPO**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015,  
by and between W. Duane Waddell, Trustee for the Waddell Family Trust dated  
January 26, 1991, hereinafter referred to as "Owner", and the COUNTY OF SAN LUIS  
OBISPO, a political subdivision of the State of California, hereinafter referred to as  
"County".

**WITNESSETH:**

WHEREAS, Owner is the record owner of certain real property (hereinafter  
referred to as "Owner's Property") located in the County of San Luis Obispo, State of  
California, which is more particularly described in Exhibit A attached hereto and  
incorporated by reference herein as though set forth in full; and

WHEREAS, Owner has filed an application for Conditional Use Permit and  
Development Plan/Coastal Development Permit (DRC2008-00110) to allow temporary  
events on Owner's Property; and

WHEREAS, as a condition of approval of said conditional use permit by County for Owner's Property, Owner is required to enter into an agreement with the County, on behalf of Owner and Owner's successors in interest, whereby the Owner grants either an agricultural conservation easement or an open space easement to the County in order to insure that the underdeveloped portion of Owner's Property is retained in agriculture, and which Owner has elected to satisfy by granting an agricultural conservation easement; and

WHEREAS, Owner intends that the restrictions contained in this agreement shall apply to Owner's Property as required by Conditional Use Permit and Development Plan/Coastal Development Permit (DRC2008-00110), which is attached hereto as Exhibit B and incorporated by reference herein as though set forth in full; and

WHEREAS, execution of this agreement by Owner and County, and the subsequent performance of its obligations by Owner and Owner's successors in interest, will satisfy the requirement for dedication of an agricultural conservation easement imposed by County's general plan and land use regulations and made a condition of approval of the conditional use permit referred to above; and

WHEREAS, the Owner's Property has certain existing openness, natural condition or present and potential state of agricultural use which, if retained, would maintain or enhance the conservation of natural or scenic resources; and

WHEREAS, Owner is willing to protect the existing openness, natural condition, or present and potential state of agricultural use of the Owner's Property by the conditions and restrictions imposed in this agreement; and

WHEREAS, this agreement is entered into pursuant to Government Code sections 6950 through 6954, inclusive, and the terms, conditions, and restrictions of this

agreement are not an enforceable restriction under the provisions of section 422 of the Revenue and Taxation Code nor section 8 of Article XIII of the Constitution of the State of California; and

WHEREAS, Owner represents that Owner has provided the County with a current lot book guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Owner's Property.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 6950 through 6954, inclusive, and in further consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant of agricultural conservation easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an agricultural conservation easement in and to the Owner's Property described above. The easement granted herein conveys to County an estate and interest in the real property which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of Owner, Owner's successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Owner's Property, the various acts hereinafter mentioned.

2. Restrictions on use of the Owner's Property. The restrictions imposed upon the use of the Owner's Property by Owner and Owner's successors in interest and the acts which Owner and Owner's successors in interest shall refrain from doing, and permit to be done, upon the Owner's Property are as follows:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Owner's Property except for agriculture accessory buildings and uses, farm labor housing, a single-family residence accessory to the agricultural use, and the improvements required to support the temporary events as authorized by the approved conditional use permit referred to above.

(b) No advertising of any kind or nature shall be located on or within the Owner's Property, except in connection with agricultural-related uses on the Owner's Property and except as allowed by the conditional use permit referred to above.

(c) Owner shall not plant or permit to be planted any vegetation upon the Owner's Property except for crop production, range land grasses, natural or ornamental landscaping, and as necessary for erosion control.

(d) Except as necessary for agricultural and agricultural-related use of the Owner's Property and for the construction, alteration, relocation, and maintenance of public roads, or trails, if any, as shown on the approved conditional use permit referred to above, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

(e) No use of the Owner's Property which will or does materially alter the landscape or other attractive scenic features of the property, other than those specified herein, shall be done or suffered.

(f) Owner shall not extract natural resources from the Owner's Property, except for development of Owner's overlying water rights.

(g) Owner shall not cut timber, trees, or other natural growth, except as may be required for agricultural use of the Owner's Property and fire protection, thinning, elimination of diseased growth, and similar protective measures.

(h) Except in connection with agricultural use or as approved by the conditional use permit referred to above, Owner shall not use the Owner's Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Owner's Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Owner's Property.

(i) Except in connection with agricultural use, Owner shall not cover or cause the Owner's Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement or the conditional use permit referred to above.

(j) No further land division of Owner's Property shall occur except after obtaining all necessary approvals required by Title 21 and Title 23 of the San Luis Obispo County Code. Any such conveyance or transfer of Owner's Property, the Owner's Property, or a portion thereof by Owner or Owner's successors in interest shall be considered null and void.

3. Reservations of use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Owner's Property are excepted from the restrictions contained in this agreement and are expressly reserved to Owner:

(a) The right to maintain and repair all existing private roads, bridges, trails, and structures lawfully erected and maintained upon the Owner's Property.

(b) The right to construct, develop, and maintain all roads, utilities, structures, and other improvements authorized by the approved conditional use permit

referred to above, and any amendments or modifications thereto which may be approved by the County.

(c) The right to construct, develop, and maintain private water sources and water systems on the Owner's Property for the use and benefit of the Owner's Property.

(d) The right to construct, develop, and maintain non-residential use customarily accessory to agriculture, farm labor housing, and a single-family dwelling accessory to the agricultural use, as needed and in accordance with all required County approvals.

(e) The right to construct, develop, and maintain improvements necessary to support the temporary events authorized by and consistent with the requirements of the conditional use permit referred to above.

4. Compliance with County regulations. Land uses permitted or reserved to Owner in this agreement are subject to and require compliance with all applicable County ordinances and regulations, including those regulating land use.

5. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Owner's Property except as expressly reserved herein.

6. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Owner's Property or as granting to the public or any member thereof any tangible rights in or to the Owner's Property or the right to go upon or use or utilize the Owner's Property in any manner whatsoever. It is understood that the

purpose of this agreement is solely to restrict the uses to which the Owner's Property may be put so that the property may be retained in agricultural or open space uses for the benefit of Owner and the public.

7. Effect on prior easements. Nothing contained in this agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Owner's Property or any portion thereof.

8. Duration of restrictions. The grant of easement to County contained in this agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect so long as the non-agricultural improvements and/or uses authorized by the above-referenced conditional use permit remain on Owner's Property. Provided, however, no easement shall be abandoned or otherwise terminated without first obtaining approval of an amendment to Conditional Use Permit and Development Plan/Coastal Development Permit (DRC2008-00110) authorizing such abandonment or termination.

9. No enforceable restriction. The parties hereto agree that under this agreement the Owner's Property shall not be deemed to be "enforceably restricted" within the meaning of section 422 of the Revenue and Taxation Code nor section 8 of Article XIII of the Constitution of the State of California.

10. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

11. Effect of waiver. County's waiver of the breach of any one term, covenant, or provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

12. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

13. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

14. Enforceability. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, County Government Center, Room 300, San Luis Obispo, California 93408. Notices required to be given to Owner

shall be addressed as follows: Duane Waddell, Swallow Creek Ranch, 6030 Cabrillo Highway, Cayucos, California 93430.


Provided that any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

16. Agreement to be recorded. Owner and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OWNER

W. DUANE WADDELL, TRUSTEE FOR THE  
WADDELL FAMILY TRUST DATED JANUARY  
26, 1991

  
\_\_\_\_\_  
W. Duane Waddell

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

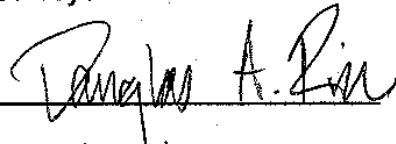
RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Dated: 2/20/15

LEGAL DESCRIPTION APPROVED AS TO FORM:

DOUGLAS A. RION  
County Surveyor

By: 

Dated: 2/25/15

NOTE: This Agreement Granting an Agricultural Conservation Easement will be recorded. All signatures to this agreement must be acknowledged by a notary.]

**CIVIL CODE § 1189**

State of California )  
County of San Luis Obispo )

On February 12, 2015 before me, Jessica Cresci, Notary Public  
Date Here Insert Name and Title of the Officer

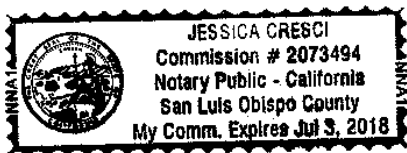
personally appeared W. Duane Waddell  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessie Carr  
Signature of Notary Public



*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Agreement Granting an... Document Date: ---  
Number of Pages: 11 Signer(s) Other Than Named Above: ---

**Capacity(ies) Claimed by Signer(s)**

\_\_\_\_\_  
 Signer's Name:

- ☐ Corporate Officer -- Title(s): \_\_\_\_\_  
☐ Partner —    ☐ Limited    ☐ General  
☐ Individual        ☐ Attorney in Fact  
☐ Trustee            ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                   )  
   )      ss.  
COUNTY OF SAN LUIS OBISPO       )

On \_\_\_\_\_, before me, \_\_\_\_\_, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**TOMMY GONG, County Clerk-Recorder  
and Ex-Officio Clerk of the Board of  
Supervisors**

By: \_\_\_\_\_  
Deputy County Clerk-Recorder

[SEAL]

**EXHIBIT A**

(Certificate of Compliance - 1998-037654)

That portion of the Rancho San Geronimo, in the County of San Luis Obispo, State of California, according to map recorded March 19, 1898 in Book A, Page 70 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at post S. J. No. 15 of the Official survey of said Rancho San Geronimo, said post being set on a high stone point of the Northeasterly boundary of said Rancho; thence leaving said boundary line, and running South 26°25' West, 18.30 chains to Post S. J. No. 20 situated on the summit of another high stony peak; thence South 1° 18' West on line dividing lands of A. Muscio from land herein described, 173.62 chains to post S. J. No. 21 set on the bluff bank of the shore of the Pacific Ocean; thence following the windings of said bank or shore on the following named courses and distances, to wit: South 54° 30' East, 2.85 chains; South 82° 30' East, 6 chains; South 39° 30' East, 4 chains; South 22° 15' East, 3.88 chains; South 54° 30' West, 1 chain; South 19° 30' East, 4.50 chains; South 10° West, 4.50 chains; South 36° 15' West, 2.24 chains; South 44° 30' East, 4.72 chains; South 5° 15' West, 2.96 chains; South 79° 30' East, 9 chains; South 68° 15' East, 9.50 chains; South 81° East, 2.73 chains; North 75° 30' East, 1.62 chains to Post S. J. No. 22 on the intersection of line of fence dividing lands of M. Righetti from those herein described, with said line of Ocean shore; thence leaving the Ocean shore and running North 12° East along said division in fence line, 209.54 chains to point of intersection of said division of fence line, with the aforesaid Northeasterly boundary line of the said Rancho San Geronimo at Post S. J. No. 17 set on said boundary line; thence along said Northeasterly boundary of said Rancho, North 63° 30' West, 27.47 chains to said Post S. J. No. 15, the point of beginning.

EXCEPT therefrom that portion of said land lying Southerly of the Northerly line of the land first described in the deed to the State of California, recorded October 15, 1958 as Instrument No. 18432 in Book 962, Page 335 of Official Records, in the office of the County Recorder of said County.

ALSO EXCEPTING therefrom that portion described in deed recorded May 26, 1965 in Book 1352, Page 62 of Official Records.

APN: 046-161-012



## DAKOS LAND SURVEYS, INC.

*Continuing 30 Years of Surveying Tradition on the Central Coast*  
 7600 Morro Rd, Atascadero, CA 93422 • Ph (805)466-2445 • Fax (805)466-0812  
 email: marc@dakoslandsurveys.com • website: www.dakoslandsurveys.com

### LEGAL DESCRIPTION

#### Exhibit B, Sheet 1 of 2

That Portion of Rancho San Geronimo in the County of San Luis Obispo, State of California according to the map filed March 19, 1898 in Book A of Maps at Page 70 in the Recorder's Office of said County and State described in the Grant Deed to W. Duane Waddell, Trustee for the Waddell Family Trust recorded February 19, 1991 in Volume 3648 of Official Records at Page 143 **EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AS FOLLOWS:**

#### Exception Parcel "A"

Beginning at the six-inch by six-inch concrete monument at the southerly angle point of the easterly line of Parcel 2 of Parcel Map COAL-98-0085 filed December 20, 1999 in Book 54 of Parcel Maps at Page 35 in said Recorder's Office; said concrete monument bearing South 1°31'06" West a distance of 10701.99 feet from the 1" iron pipe with tag "LS 5751" at the northerly angle point of said easterly line; thence along said easterly line North 1°31'06" East a distance of 1916.19 feet to the TRUE POINT OF BEGINNING; thence continuing along said easterly line North 1°31'06" East a distance of 744.92 feet; thence leaving said easterly line North 66°38'35" East a distance of 272.61 feet; thence South 81°06'24" East a distance of 615.16 feet; thence South 0°15'30" East a distance of 196.47 feet; thence South 57°26'06" West a distance of 1042.57 feet to the TRUE POINT OF BEGINNING.

#### Exception Parcel "B"

Beginning at the six-inch by six-inch concrete monument at the southerly angle point of the easterly line of Parcel 2 of Parcel Map COAL-98-0085 filed December 20, 1999 in Book 54 of Parcel Maps at Page 35 in said Recorder's Office; said concrete monument bearing South 1°31'06" West a distance of 10701.99 feet from the 1" iron pipe with tag "LS 5751" at the northerly angle point of said easterly line; thence North 69°38'01" East a distance of 1860.27 feet to the TRUE POINT OF BEGINNING; thence North a distance of 550.00 feet; thence East a distance of 550.00 feet; thence South a distance of 550.00 feet; thence West a distance of 550.00 feet to THE TRUE POINT OF BEGINNING.

The attached "Exhibit B, Sheet 2 of 2" is made part of this description.

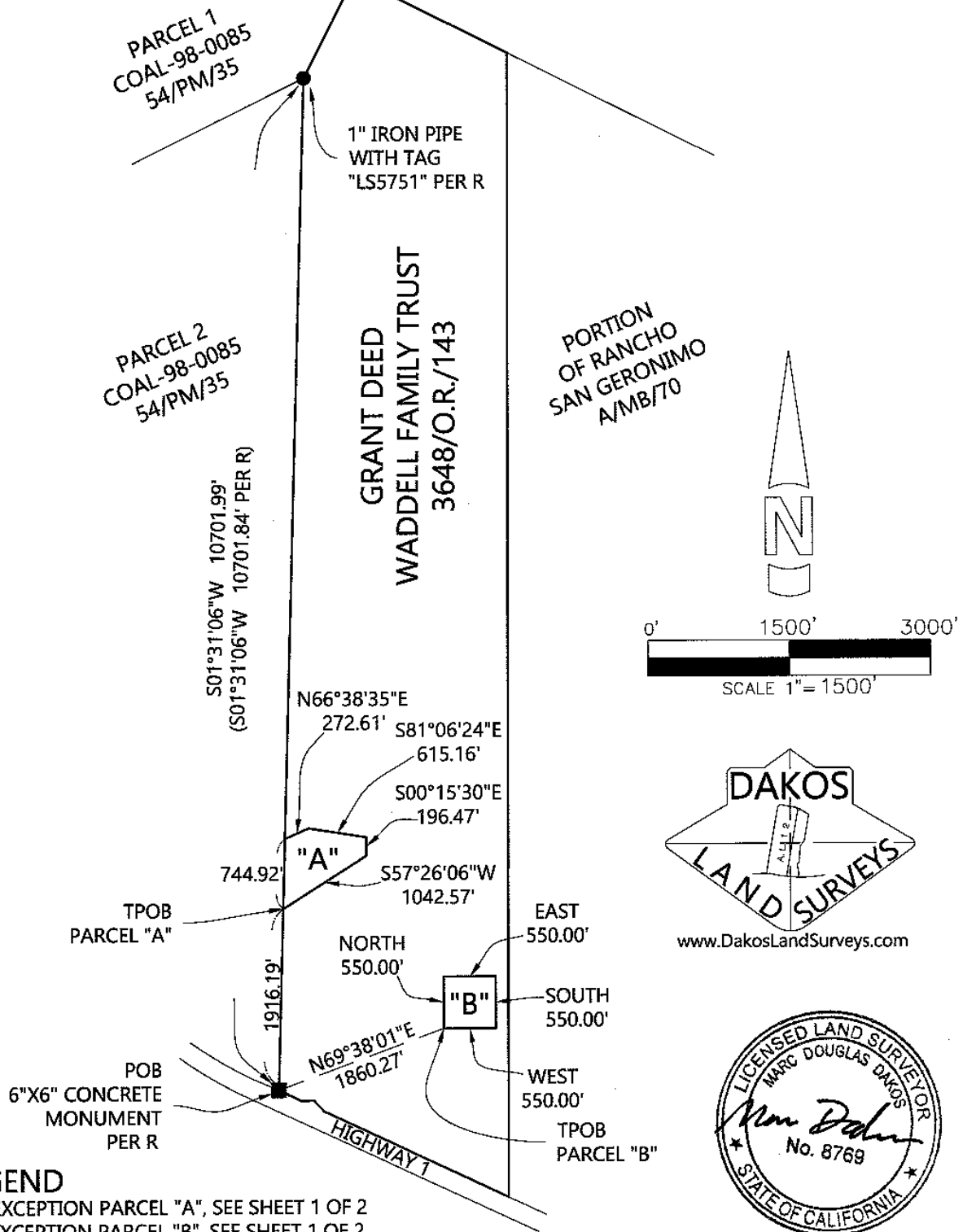
*Marc Dakos* 12/31/14

Marc Dakos, LS 8769  
 Professional Land Surveyor

(Date)



## EXHIBIT B, SHEET 2 OF 2



## LEGEND

"A" = EXCEPTION PARCEL "A", SEE SHEET 1 OF 2  
 "B" = EXCEPTION PARCEL "B", SEE SHEET 1 OF 2  
 POB = POINT OF BEGINNING  
 TPOB = TRUE POINT OF BEGINNING  
 R = RECORD PER PARCEL MAP 54/PM/35